



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
 KENNETH HAHN HALL OF ADMINISTRATION
 500 WEST TEMPLE STREET, ROOM 437
 LOS ANGELES, CA 90012



MARK J. SALADINO
 TREASURER AND TAX COLLECTOR

August 06, 2013

ADOPTED

PUBLIC WORKS FINANCING AUTHORITY

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

1-F August 6, 2013

Sachi A. Hamai
 SACHI A. HAMAI
 SECRETARY

The Honorable Board of Directors
 Los Angeles County Public Works
 Financing Authority
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

**FORMATION OF THE COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING
 AUTHORITY
 (ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector is seeking approval of a Joint Exercise of Powers Agreement between the County of Los Angeles and the Los Angeles County Public Works Financing Authority to establish the County of Los Angeles Redevelopment Refunding Authority for the purpose of refunding various debt obligations of the former redevelopment agencies within Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the resolution approving a Joint Exercise of Powers Agreement (the "Joint Powers Agreement") between the County of Los Angeles and the Los Angeles County Public Works Financing Authority (the "PWFA") to establish the County of Los Angeles Redevelopment Refunding Authority (the "Authority").

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY:

Adopt the resolution approving the Joint Powers Agreement between the County of Los Angeles and the PWFA to establish the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California Assembly Bill No. 26 (First Extraordinary Session) (AB1X 26), which was adopted on June 29, 2011, dissolved all redevelopment agencies (RDAs) in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy the “enforceable obligations” of the former redevelopment agencies. Included among the enforceable obligations contemplated by AB1X 26 were the numerous tax allocation bonds issued by the former RDAs throughout the State.

In Los Angeles County, it is estimated that the 71 former RDAs issued in excess of 300 series of tax allocation bonds with a par amount of more than \$3.5 billion currently outstanding. The majority of these bonds carry interest rates that significantly exceed the rates that could be obtained in the current bond market. Assembly Bill 1484 (AB 1484), which was enacted on June 27, 2012, provides a mechanism for successor agencies to refund outstanding bond obligations for the purpose of debt service savings. In both the County and the State, successor agencies are typically the city that originally sponsored the formation of the RDA. As a result, these cities are given the opportunity to initiate tax allocation bond refundings and generate savings for the benefit of the local taxing agencies, including the County, that receive a share of the property tax increment.

In January 2013, the Treasurer and Tax Collector informed your Board of the Redevelopment Bond Refunding Program (the “Program”) that had been initiated in order to refinance existing bond obligations of the RDAs in Los Angeles County. One of the main objectives for establishing the Program was to minimize the amount of time and effort required of the successor agencies, while also providing significant economies of scale through reduced costs of issuance and lower interest rates.

The Program is designed to provide multiple refunding opportunities over the next several years with the inaugural issuance in 2013 focused on refunding only a portion of the outstanding tax allocation bonds. Numerous successor agencies have expressed interest in joining the Program and are expected to participate in either the 2013 refunding or perhaps join in subsequent years. As of the date of this letter, we expect seven (7) successor agencies (Alhambra, Claremont, Covina, Montebello, Monterey Park, South Gate and West Hollywood) to participate in the Program and issue 2013 tax allocation refunding bonds through the County. The respective Oversight Boards for three (3) of the successor agencies (Alhambra, Claremont, and West Hollywood) have each adopted a resolution directing the commencement of the refunding. The remaining four (4) successor agencies (Covina, Montebello, Monterey Park, and South Gate) have either scheduled Oversight Board meetings for August or are currently in the process of doing so. These seven successor agencies have a combined total of 22 outstanding series of bonds that qualify for refunding, which could produce over \$19 million in gross debt service savings, or \$13 million in net present value savings. The 2013 tax allocation refunding bonds are currently expected to be issued in one or more series in a principal amount of approximately \$160,000,000.

The initial issuance of refunding bonds is expected to be sold through a “pooled” financing structure that is common to California municipal finance and which requires the use of a joint powers authority

(JPA). Specifically, each of the seven successor agencies will issue its own series of refunding bonds, which will then be pooled together into one or more financings and sold to the capital markets through the Authority that is to be established by your Board. In consultation with both County Counsel and the financing team selected for this financing, the Treasurer and Tax Collector has concluded that the most advantageous manner to carry out the issuance of the bonds is for the County to form a new JPA to facilitate the issuance of the pooled bonds. It is therefore recommended that the County and the PWFA form a joint exercise of powers entity to be known as the County of Los Angeles Redevelopment Refunding Authority by agreement pursuant to Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), as amended. Unlike the existing PWFA, which is commonly used in the issuance of County debt obligations backed by the General Fund, the Authority will be utilized solely for the purpose of refunding debt of the former RDAs and will not serve as an issuer of County debt. The formation of a new, redevelopment-specific JPA to issue the refunding bonds will assist potential investors and credit rating agencies in differentiating between Agency debt and those County obligations issued by the PWFA. This is relevant mostly in relation to County's lease revenue bonds, whose "AA-" rating from Standard & Poor's is notably higher than the "BBB" to "A" ratings that we anticipate for the tax allocation refunding bonds.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal #1: Operational Effectiveness through collaborative actions among the County and the public and private sector to provide investment in public and private benefit infrastructure within the County.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County budget as a result of forming the JPA. The issuance of refunding bonds will provide additional general fund revenues that can be utilized for other County purposes.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The legal authority to approve the JPA and to establish the Authority is derived pursuant to Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), as amended. The attached resolutions and Joint Powers Agreement have been reviewed and approved by County Counsel, with consultation provided by outside bond counsel.

To assist the County with the establishment of the Program, the Treasurer and Tax Collector has assembled a team of professionals with extensive experience in the area of redevelopment financing. Based on the results of a formal solicitation process, De La Rosa & Co. was selected to be the senior managing underwriter, and Citigroup as co-senior manager. KNN Public Finance has been selected as financial advisor, HdL Coren & Cone as fiscal consultant, and Orrick, Herrington & Sutcliffe was chosen as bond counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

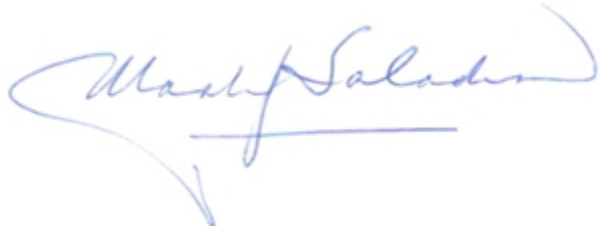
The Honorable Board of Supervisors

8/6/2013

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Upon approval, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,

A handwritten signature in blue ink, reading "Mark J. Saladino". The signature is fluid and cursive, with a horizontal line drawn underneath the name.

MARK J. SALADINO

Treasurer and Tax Collector

MJS:DB:BS:ad

Enclosures

c: Executive Officer, Board of Supervisors
Auditor-Controller
Chief Executive Officer
County Counsel
Orrick, Herrington & Sutcliffe LLP

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LOS ANGELES COUNTY PUBLIC WORKS FINANCING
AUTHORITY AUTHORIZING THE EXECUTION AND
DELIVERY BY THE AUTHORITY OF A JOINT EXERCISE
OF POWERS AGREEMENT BY AND BETWEEN THE
COUNTY OF LOS ANGELES AND THE AUTHORITY**

WHEREAS, the Los Angeles County Public Works Financing Authority (the “PWFA”) is a joint exercise of powers agency established pursuant to the laws of the State of California; and

WHEREAS, the County of Los Angeles (the “County”) has developed a program (the “Refunding Program”) to assist successor agencies to former community redevelopment agencies within the County to refund tax allocation bonds pursuant to Assembly Bill 1484 (Stats 2012 c. 26) (AB 1484) in order to provide debt service savings to such successor agencies, efficiencies in such refundings and cost of issuance savings and to increase property tax revenues available for distribution to affected taxing entities, including the County; and

WHEREAS, the PWFA, acting pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “JPA Law”), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code §6588, to exercise certain additional powers; and

WHEREAS, the County and the PWFA desire to create and establish the County of Los Angeles Redevelopment Refunding Authority (the “Authority”) pursuant to the JPA Law; and

WHEREAS, among the powers to be exercised and provided to the Authority by the JPA Law will include the power to issue its bonds for the purpose of purchasing tax allocation obligations issued by said successor agencies as described in Section 34173 of the California Health and Safety Code; and

WHEREAS, such tax allocation obligations will be secured by a pledge of, and lien on, and shall be repaid from certain moneys to be deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172 of the California Health and Safety Code; and

WHEREAS, the County and the PWFA have determined that it would be in the best interests of the County and the PWFA to assist said successor agencies to refund tax allocation bonds pursuant to AB 1484 as described in this Resolution; and

WHEREAS, there has been presented to this meeting a proposed form of Joint Exercise of Powers Agreement (the “Agreement”), by and between the County and the PWFA, which Agreement creates and establishes the Authority; and

WHEREAS, under California law and the Agreement, the Authority will be a public entity separate and apart from the parties to the Agreement, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the County or any representative of the County serving on the governing body of the Authority or of the PWFA or any of its members; and

WHEREAS, there has been presented to this meeting a proposed form of the Agreement, and the Board of Directors has examined the Agreement and desires to approve and authorize and direct the execution of the Agreement and the consummation of such actions; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Los Angeles County Public Works Financing Authority, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board of Directors so finds.

Section 2. The form of Agreement, on file with the Secretary of the PWFA, is hereby approved, and the Chairman of the Board of Directors of the PWFA, and such other member of the Board of Directors as the Chairman may designate, the Treasurer of the PWFA, and such other officers of the PWFA as the Treasurer of the PWFA may designate (collectively, the "Authorized Officers"), are each hereby authorized and directed, on behalf of the PWFA, to execute and deliver the Agreement substantially in the approved form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the PWFA with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 5. This resolution shall take effect immediately upon its passage.

The foregoing Resolution was on the 6th day of August, 2013, adopted by the Board of Directors of the Los Angeles County Public Works Financing Authority.



SACHI A. HAMAI, Secretary of the Board
of Directors of the Los Angeles County
Public Works Financing Authority

By: Rachelle Amithuman

Deputy

APPROVED AS TO FORM.

JOHN F. KRATTLI, County Counsel

By: Sammy C. D. Park

Principal Deputy County Counsel

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

AND

THE COUNTY OF LOS ANGELES

Dated August 6, 2013

77998

JOINT EXERCISE OF POWERS AGREEMENT

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

THIS AGREEMENT (this "Agreement"), is dated August 6, 2013, by and between Los Angeles County Public Works Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California (the "PWFA"), and the County of Los Angeles, a political subdivision of the State of California (the "County"), and any entity that hereafter may become a party hereto pursuant to Section 8.05 of this Agreement (each such party together with the PWFA and the County, collectively the "Contracting Parties").

WITNESSETH:

WHEREAS, the County has developed a program to assist successor agencies to former community redevelopment agencies within the County to refund tax allocation bonds pursuant to Assembly Bill 1484 (Stats 2012 c. 26) (AB 1484) in order to provide debt service savings to such successor agencies, efficiencies in such refundings and cost of issuance savings and to increase property tax revenues available for distribution to affected taxing entities, including the County;

WHEREAS, each of the Contracting Parties desires to enter into a joint exercise of powers agreement providing for the creation of an entity separate from the Contracting Parties to be known as the County of Los Angeles Redevelopment Refunding Authority (the "Authority") under Articles 1 through 3, Chapter 5, Division 7, Title 1 of the California Government Code commencing with Section 6500), as amended (the "Act") for the purpose of exercising all powers common to the Contracting Parties and all powers provided to the Authority by the Act, the Bond Law (as defined herein) and any other law now in effect or hereafter enacted;

WHEREAS, by a resolution duly adopted on August 6, 2013, the County authorized the execution and delivery of this Agreement; and

WHEREAS, by a resolution duly adopted on August 6, 2013, the PWFA authorized the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, each of the Contracting parties does hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 3, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500), as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time.

“Authority” means the County of Los Angeles Redevelopment Refunding Authority established pursuant to Section 2.02 of this Agreement.

“Board” means the Board of Directors of the Authority referred to in Section 2.03 of this Agreement, which shall be the governing body of the Authority.

“Bond Law” means Article 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6584) and commonly known as the Marks-Roos Local Bond Pooling Act of 1985, as amended.

“Bonds” mean bonds or any other authorized evidence of indebtedness of the Authority issued pursuant to the Act and the Bond Law.

“Brown Act” means the California Government Code provisions beginning at Section 54950 *et seq.* governing the notice and agenda requirements for meetings of government agencies in the State of California and any later amendments, revisions, or successor enactments.

“Chairman” means the Chairman, Chair or Mayor of the Board appointed pursuant to Section 3.01 of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means the County of Los Angeles, a political subdivision of the State of California.

“Directors” means the members of the Board appointed pursuant to Section 2.03 of this Agreement.

“PWFA” means the Los Angeles County Public Works Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California.

“Secretary” means the officer appointed pursuant to Section 3.01 of this Agreement.

“Treasurer” means the officer appointed pursuant to Section 3.02 of this Agreement.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act to provide for the creation of an entity separate from the Contracting Parties (the “Authority”) to provide for, among other things, the exercise of all powers common to the Contracting Parties and all powers provided to the Authority by the Act, the Bond Law and any other law now in effect or hereafter enacted including, without limitation, for the purpose of issuing its bonds for the purpose of purchasing certain local tax allocation obligations issued by any successor agencies to former community redevelopment agencies within the County as described in Section 34173 of the

California Health and Safety Code as amended and other purposes, including refunding any of its then-outstanding bonds.

Section 2.02. Creation of Authority. Pursuant to Sections 6506 and 6507 of the Act, there is hereby created a public entity to be known as the "County of Los Angeles Redevelopment Refunding Authority." The Authority shall be a public entity separate and apart from the Contracting Parties and shall administer this Agreement.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State of California.

Section 2.03. Board of Directors. The Authority shall be administered by a Board of Directors consisting of the members of the Board of Supervisors of the County acting *ex-officio*. The Board shall be called the "Board of Directors of the County of Los Angeles Redevelopment Refunding Authority." All voting power of the Authority shall solely reside in the Board.

Section 2.04. Meetings of the Board.

(a) *Regular Meetings.* Meetings of the Board may be called by the Chairman or the Secretary or any two (2) Directors. The Board shall provide for at least one regular meeting to be held each year. Unless otherwise determined by resolution of the Board, regular meetings of the Board shall be scheduled for the same time and place as the regular meetings of the Board of Supervisors of the County, except that if no agenda items are scheduled for the Board's regular meeting, the meeting will be deemed to be cancelled without further action. No notice of any regular meeting of the Board need be given to the members of the Board.

(b) *Special Meeting.* Special meetings of the Board may be called in accordance with the provisions of the Brown Act.

(c) *Call, Notice and Conduct of Meeting.* All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of a majority of the quorum of the Directors shall be required in order for the Board to take any action.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairman and Secretary. The Chairman of the Board of Supervisors of the County shall act *ex-officio* as the Chairman of the Authority. The Executive Officer-Clerk of the Board of Supervisors of the County shall act *ex-officio* as the Secretary of the Authority. The officers shall perform the duties normal to said offices. The Chairman or other authorized officer of the Authority as designated in a resolution of the Authority, shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. The Secretary shall perform such duties as may be imposed by the Board and shall cause a copy of this Agreement to be filed with the Secretary of State pursuant to Section 6503.5 of the Act.

Section 3.02. Treasurer. Pursuant to Section 6505.5 of the Act, the Treasurer and Tax Collector of the County is hereby designated as the Treasurer of the Authority. The Treasurer shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

Section 3.03. Assistant Officers. All deputies or assistants of officers of the County shall be *ex-officio* deputies or assistants of such officers in their capacities as officers *ex-officio* of the Board. The Board by resolution may appoint such assistants to act in the place of the Secretary or other authorized officers of the Authority (other than any Director), and by resolution may provide for the appointment of additional officers of the Authority who may or may not be Directors, as the Board from time to time shall deem appropriate.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Authority shall exercise in the manner herein provided any of the powers which are common among the Contracting Parties and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.03 of this Agreement.

Section 4.02. Additional Power; Power to Issue Bonds. The Authority shall have all additional powers provided in the Act, the Bond Law and any other law now in effect or hereafter enacted, including, but not limited to the power to issue Bonds thereunder.

Section 4.03. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those additional powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the County in the exercise of similar powers.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Act, the Bond Law, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more of the Contracting Parties unless the governing body of such Contracting Authority, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Contracting Party (or its authorized representative) whose approval is required. No such approval shall be required in connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing body or duly authorized representative of a Contracting Party.

Section 4.04. Obligations of Authority. The Contracting Parties hereby confirm their intent and agree that, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Contracting Parties; provided, however, that each of the Contracting Parties may contract separately for, or assume responsibility for, specific debts, liabilities or obligations of the Authority. The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto will not constitute indebtedness or an obligation of the Authority, the Contracting Parties, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a special limited obligation of the Authority, payable solely from certain revenues duly pledged therefor. Neither the faith and credit nor the taxing power of the Contracting Parties nor the faith and credit of the Authority shall be pledge to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Contracting Parties or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any of the Directors, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board nor any Director shall be personally liable on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.01. Assumption of Responsibilities By the Authority. Following the authorization and execution of this Agreement by the County and the PWFA, an initial regular meeting of the Board shall be conducted, notice of which shall be properly given pursuant to the requirements of the Brown Act.

Section 5.02. Credit to the Contracting Parties. All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and interest earned or accrued therein, shall credit to the benefit of each of the Contracting Parties in the respective proportions in which each of such Contracting Parties made contributions to the Authority; provided, however, that such credit shall be subject to the terms of any indenture of

trust or other similar agreement the Authority enters into in connection with the issuance of Bonds.

ARTICLE VI

CONTRIBUTIONS: ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Contributions. The Contracting Parties may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or (d) use their respective personnel, equipment or property in lieu of other contributions or advances.

Section 6.02. Funds. Subject to the applicable provisions of any instrument or agreement into which the Authority may enter, that otherwise may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.03. Investment of Surplus Funds. Pursuant to Section 6509.5 of the Act, the Authority shall have power to invest any money in the treasury of the Authority that is not required for the immediate use of the Authority, as the Authority determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the California Government Code or any successor provision thereto.

ARTICLE VII

TERM

Section 7.01. Term. This Agreement shall become effective as of the date hereof and shall continue until terminated by a supplemental agreement of Contracting Parties; provided, however, that in no event shall this Agreement terminate while any Bonds of the Authority remain outstanding.

Section 7.02. Surplus Money. After the completion of the purposes of this Agreement, any surplus money on hand shall be returned in proportion to the contributions made in accordance with Section 6512 of the Act.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

Los Angeles County Public Works Financing Authority
c/o County of Los Angeles
500 West Temple Street, Room 437
Los Angeles, California 90012
Attn: Treasurer and Tax Collector

County of Los Angeles
500 West Temple Street, Room 437
Los Angeles, California 90012
Attn: Treasurer and Tax Collector

and, if to any other of the Contracting Parties as may be added pursuant to Section 8.05 of this Agreement, to such address as the Contracting Parties shall specify in writing to the Authority.

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be withheld unreasonably.

Section 8.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of any Bonds issued by the Authority or by applicable regulations or laws of any authority having jurisdiction, by one or more supplemental agreements executed by the Contracting Parties either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation the addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Conflict of Interest Code. The Authority shall be governed by the Conflict of Interest Code of the County to the extent required by law.

Section 8.07. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.08. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement.

Section 8.10. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Contracting Parties, respectively. No Contracting Party may assign any right or obligation hereunder without the written consent of the other Contracting Parties.

Section 8.11. Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits that apply to the activities of officers, agents or employees of a public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and duties of such officers, agents or employees extraterritorially under this Agreement.

Section 8.12. Fiscal Year. The fiscal year of the Authority, unless and until changed by the Authority, shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed as of the date first written above.

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

Mark Fiddley-Thorne

Authorized Signatory
Chairman of the Public Works Financing Authority

COUNTY OF LOS ANGELES

Mark Fiddley-Thorne

Authorized Signatory
Chairman of the Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI, County Counsel

By:

Sammy C. DiPaola
Principal Deputy County Counsel

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By: *Sachelle Smitherman*, Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors



ATTEST: SACHI A. HAMAI
SECRETARY
PUBLIC WORKS FINANCING AUTHORITY

By: *Sachelle Smitherman*, Deputy

ADOPTED
PUBLIC WORKS FINANCING AUTHORITY

1-F AUG 06 2013

Sachi A. Hamai
SACHI A. HAMAI
SECRETARY